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EXHIBIT F19

LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE  
TRANSVERSE CROSSINGS AND LONGITUDINAL  
OCCUPATIONS, DATED JULY 11, 1975, BY AND BETWEEN  
PENN CENTRAL TRANSPORTATION COMPANY AND EAST  
WHITELAND MUNICIPAL AUTHORITY

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**PENN CENTRAL TRANSPORTATION COMPANY**

ROBERT W. BLANCHETTE, RICHARD C. BOND, JOHN H. McARTHUR, TRUSTEES

CHIEF ENGINEER  
ROOM 600  
SIX PENN CENTER PLAZA  
PHILADELPHIA, PA. 19104

Date: November 5, 1975

File: E-104-2 WPW/m

East Whiteland Municipal Authority  
Planebrook Road  
Frazer, Pennsylvania 19355

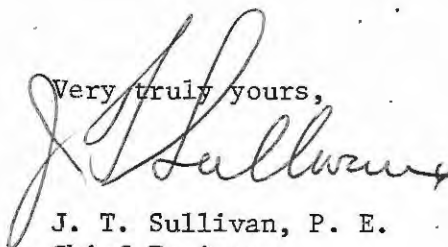
Attention: Chairman

Gentlemen:

Attached, for your records, is a fully executed copy of an agreement between your Authority and our Company dated July 11, 1975, covering one (1) 8-inch cast iron sanitary sewage main at Valuation Station 2284+49 $\frac{1}{2}$ , located at a point west of the Station of Knickerbocker, Pennsylvania.

Copy of Pennsylvania Public Utility Commission Certificate of Filing P.U.M.C. 8297 attached.

Very truly yours,

  
J. T. Sullivan, P. E.  
Chief Engineer

Encl.

PENNSYLVANIA PUBLIC UTILITY COMMISSION

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CERTIFICATE OF FILING  
P.U.M.C. 8297

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Agreement dated July 11, 1975 between Penn Central Transportation Company, Debtor, and East Whiteland Municipal Authority whereby the former grants to the latter permission to construct and maintain one 8-inch sewer pipeline under and across the tracks, right-of-way and property of said company at Railroad Bridge No. 2.73, including the placement of 2 manholes, in East Whiteland Township, Chester County.

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BY THE COMMISSION:

NOW, October 29, 1975, the Public Utility Commission certifies that the above contract or indenture dated July 11, 1975, has been on file with the Commission since September 29, 1975, and that no proceedings have been instituted by the Commission in connection with it under Section 911 of the Public Utility Law.

PENNSYLVANIA PUBLIC UTILITY COMMISSION

*C. J. McElwee*

C. J. McElwee  
Acting Secretary

LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE  
TRANSVERSE CROSSINGS AND LONGITUDINAL  
OCCUPATIONS

THIS AGREEMENT, made this 11th day of July, 19 75 ,  
between Robert W. Blanchette, Richard C. Bond and John H. McArthur, Trustees of  
the Property of PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, in Reorganization  
under Section 77 of the Bankruptcy Act,

parties of the first part (hereinafter called "Railroad") and EAST WHITELAND MUNICIPAL  
AUTHORITY, a Political Sub-Division of the Commonwealth of Pennsylvania

, as party of the second part (hereinafter called "Licensee").

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, suc-  
cessor or assignee of or operator over its railroad) insofar as it has the legal right and its present  
title permits, and in consideration of the covenants and conditions hereinafter stated on the part of  
the Licensee to be kept and performed, hereby permits, as a temporary license, the Licensee to con-  
struct, maintain, repair, alter, renew, relocate and ultimately remove one (1) 8-inch cast  
iron sanitary sewage main, encased in concrete under Railroad Bridge No. 2.73  
and also two (2) manholes at Valuation Station 2284+49<sub>+</sub>, located 1399 feet west  
of Mile Post 3, at a point west of the Station of Knickerbocker, Pennsylvania.



PC-2

in accordance with construction plans

submitted by Licensee to and approved by the Chief Engineer of Railroad, incorporated herein by reference; also in accordance with current issues of Railroad Specifications Nos. CE 4 and/or CE 8; and shown on Plan No. File: E-104-2, dated November 17, 1972, marked Exhibit "A", attached hereto and made a part of this Agreement, all and any part thereof being hereafter referred to as the "FACILITIES"; said license, however, shall be under and subject to the following terms, covenants, and conditions as hereinafter recited, which are hereby accepted and agreed to, by the Licensee, to wit:

1. The Licensee shall pay to the Railroad upon the execution hereof, the sum of One Hundred Twenty Dollars (\$ 120.00 ) as reimbursement for the costs and expenses incident to the preparation of this Agreement, together with the further sum of Eleven Hundred Dollars (\$ 1100.00) as reimbursement for the rights granted in this Agreement.

2. (a) The FACILITIES shall be located, constructed and maintained in exact accordance with said construction plans and for the purpose as outlined on Page 1. No departure shall be made at any time therefrom except upon permission in writing granted by the Chief Engineer of Railroad, or his designee, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing or occupancy herein provided is situate, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

(b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said FACILITIES shall be done under such general conditions as will be satisfactory to and approved by the Chief Engineer of Railroad, or his designee, and as will not interfere with the proper and safe use, operation and enjoyment of the property of the Railroad. Licensee, at its own cost and expense, shall, when performing any work in connection with the FACILITIES, furnish any necessary watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of the Railroad.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time the Railroad should deem flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES of Licensee, the Railroad shall have the right to place such flagmen or watchmen at the sole risk, cost and expense of Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse the Railroad upon demand. The furnishing or failure to furnish flagmen or watchmen by the Railroad, however, shall not release the Licensee from any and all other liabilities assumed by the Licensee under the terms of this Agreement.

3. If the Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned FACILITIES, it shall submit plans to Railroad and obtain the written approval of the Chief Engineer of Railroad thereto before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. In that event, Railroad reserves the right to assess additional charges.

4. (a) The Licensee shall at all times be obligated to promptly maintain, repair and renew said FACILITIES; and shall, upon notice in writing from Railroad and requiring it so to do, promptly make such repairs and renewals thereto as may be required by Railroad; or the Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to the Licensee at any time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary, all at the sole cost and expense of Licensee.

(b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event Licensee fails so to do, Railroad will perform said necessary repairs at the sole cost and expense of Licensee.



5. (a) The supervision over the location of the construction work and inspection of the FACILITIES and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid FACILITIES covered by this Agreement shall be within the jurisdictional rights of the Railroad.

(b) The right of supervision over the location of the construction work and inspection of the FACILITIES from time to time thereafter by the Railroad, shall extend for an appropriate distance on each side of the property of the Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the FACILITIES over, under, upon, or in the property of the Railroad.

6. Licensee shall comply with all Federal, State and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Railroad.

7. (a) It is understood between the parties hereto that the operations of the Railroad at or near said FACILITIES involve some risk, and the Licensee as part of the consideration for this license hereby releases and waives any right to ask for or demand damages for or account of loss of or injury to the FACILITIES (and contents thereof) of the Licensee that are over, under, upon, or in the property and facilities of the Railroad including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of the Railroad or otherwise.

(b) And the Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless the Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Railroad may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES in, on, about or from the premises of Railroad whether such losses and damages be suffered or sustained by the Railroad directly or by its employees, patrons, or licensees, or be suffered or sustained by other persons or corporations, including the Licensee, its employees and agents who may seek to hold the Railroad liable therefor, and whether attributable to the fault, failure or negligence of the Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of the Railroad.

(c) If a claim or action is made or brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

8. All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation and removal of said FACILITIES shall be borne by the Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to the Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of the Railroad on the said FACILITIES. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.

9. The Licensee shall, at its sole cost and expense, upon request in writing of the Railroad, promptly change the location of said FACILITIES covered by this Agreement, where located over, upon or in the property and facilities of the Railroad, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of the Railroad upon land now or hereafter owned or used by the Railroad to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the



original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered by this license, then the said Licensee shall make such adjustments or relocations in its facilities as are over, upon or in the property and facilities of the Railroad as may be required by the said Railroad or its grantee; and if the Licensee shall fail or refuse to comply therewith, then the duly authorized agents of the Railroad may make such repairs or adjustments or changes in location and provide necessary material therefor.

10. Upon termination of this Agreement or upon the removal or abandonment of the FACILITIES covered hereby, all the rights, title and interest of the Licensee hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any liability accrued prior thereto, and the Licensee shall remove its said FACILITIES and appurtenances from Railroad property and right-of-way, and all property of the Railroad shall be restored in good condition and to the satisfaction of the Railroad. If the Licensee fails or refuses to remove its FACILITIES and appurtenances under the foregoing conditions, the Railroad shall be privileged to do so at the cost and expense of the Licensee, and the Railroad shall not be liable in any manner to the Licensee for said removal.

11. In the event the FACILITIES consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities, and appurtenances of the Railroad arising from or as a result of the installation of the said FACILITIES for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

12. In the event the said FACILITIES consist of electrical power or communication wires and/or appurtenances, the Licensee shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of its FACILITIES; and if the Licensee should fail so to do, then Railroad may do so, and the Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

13. As part of the consideration of the within Agreement, Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the construction of said FACILITIES of Licensee, and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefor the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against the Railroad or its property by reason of the construction and maintenance of said FACILITIES of Licensee.

14. The rights conferred hereby shall be the privilege of the Licensee only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purpose stated on page one without the consent and agreement in writing of the Railroad being first had and obtained.

15. This Agreement shall be terminable upon mutual consent of the parties hereto, provided that this Agreement may be terminated by the Railroad upon the violation of any of the terms, covenants and conditions of this Agreement on the part of the Licensee.

16. This Agreement shall take effect as of the                      First                      day of                      July  
A.D. 19 75.

17. Anything herein contained to the contrary notwithstanding, there shall be no obligation on the part of the Railroad to continue operation of the line of railroad in the vicinity of the FACILITIES to prevent the termination of the Licensee's occupation rights at any crossing or occupation covered hereunder on account of an abandonment of line or service by the Railroad; nor shall there be any obligation upon the Railroad to perfect its title in order to continue in existence the said occupation rights after such abandonment of line or service; nor shall the Railroad be responsible for preserving the Licensee's occupation rights at any crossing or occupation covered hereunder after any transfer, conveyance or abandonment of the rail properties in the vicinity of the FACILITIES pursuant to any provision of the Regional-Rail Reorganization Act of 1973.



18. This Agreement is authorized to be entered into by Resolution, or Ordinance No. \_\_\_\_\_  
Adopted May 21, 19 75, By The Authority \_\_\_\_\_, a Certified copy of  
which is attached hereto.  
to be

19. This Agreement shall take effect at the expiration of thirty (30) days from the date when a copy thereof shall be filed in the Office of the Secretary of the Pennsylvania Public Utility Commission, Harrisburg, Pa., provided that, if the said Commission shall, prior to the expiration of such period, institute a proceeding affecting its validity under the provisions of Section 911 of the Public Utility Law this Agreement shall only become effective upon its approval by the said Commission.

It is agreed and understood that the provisions of Paragraph 16 are not applicable.



The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article 14 of this Agreement.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

Robert W. Blanchette, Richard C. Bond and  
John H. McArthur, Trustees of the Property  
of PENN CENTRAL TRANSPORTATION COMPANY,  
DEBTOR

WITNESS:

*[Signature]*

*J. T. Sullivan*  
J. T. Sullivan, Chief Engineer

ATTEST:

EAST WHITELAND MUNICIPAL AUTHORITY

*George T. McHew*

BY *John J. Fain*  
Its VICE Chairman

EAST WHITELAND MUNICIPAL AUTHORITY  
RESOLUTION AUTHORIZING ENTRY INTO AGREEMENT  
WITH PENN CENTRAL TRANSPORTATION COMPANY

WHEREAS, the Authority has received a proposed Agreement between the Penn Central Transportation Company and the Authority permitting the Authority to place an eight-inch sewage pipe under the railroad tracks near the station of Knickerbocker, Pennsylvania, and

WHEREAS, the Township engineers have reviewed the proposed contract and indicated that it is necessary to enter into such an Agreement in order to complete the on-going sewer project, and

WHEREAS, the Solicitor has approved the Agreement in form.

NOW, THEREFORE, BE IT RESOLVED that the Authority enter into a contract with the Penn Central Transportation Company permitting the installation of an eight-inch sewage pipe under the Pennsylvania Railroad tracks and to pay, pursuant to the Agreement, \$1,220.00, copy of said agreement having been submitted at the time of the adoption of this Resolution, and

IT IS FURTHER RESOLVED that the proper officers of The East Whiteland Municipal Authority are authorized and empowered to take such action and execute such documents in order to carry out the intention of this Resolution.

ADOPTED by the Board of the East Whiteland Municipal Authority this 21st day of May, 1975.

(SEAL)

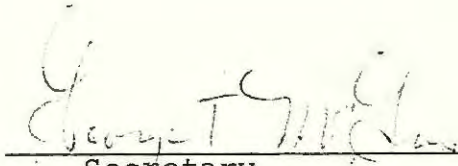
John J. Finner  
Vice Chairman

Attest:

George T. Miller  
Secretary

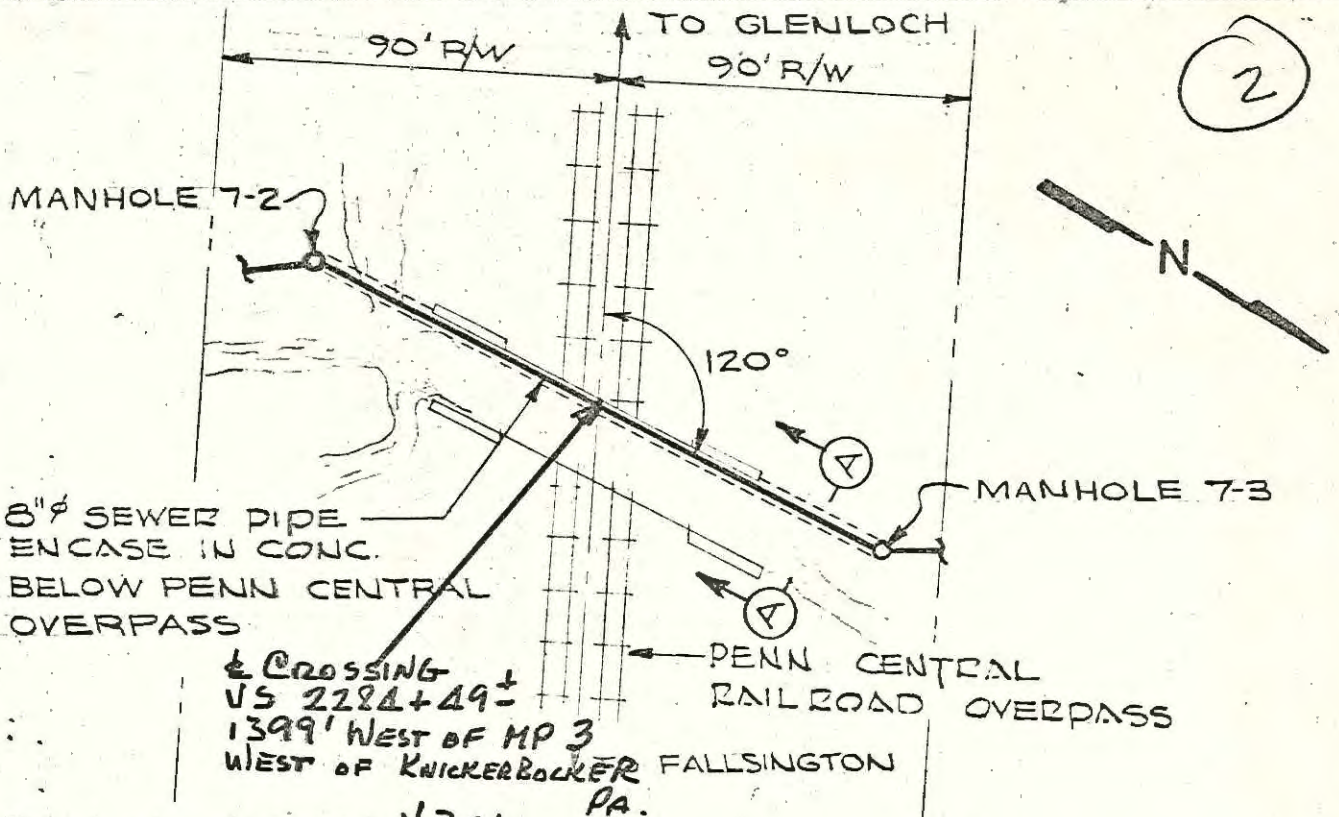


I, GEORGE T. MCGREW, Secretary of the East Whiteland Municipal Authority hereby certify that the foregoing is a correct and complete copy of a Resolution duly adopted at a public meeting of the Board of said East Whiteland Municipal Authority, duly called and held upon proper notice and in accordance with applicable laws, on May 21, 1975, which Resolution remains in full force of the date hereof, without change or supplement.

  
Secretary

(SEAL)

Dated: May 21, 1975

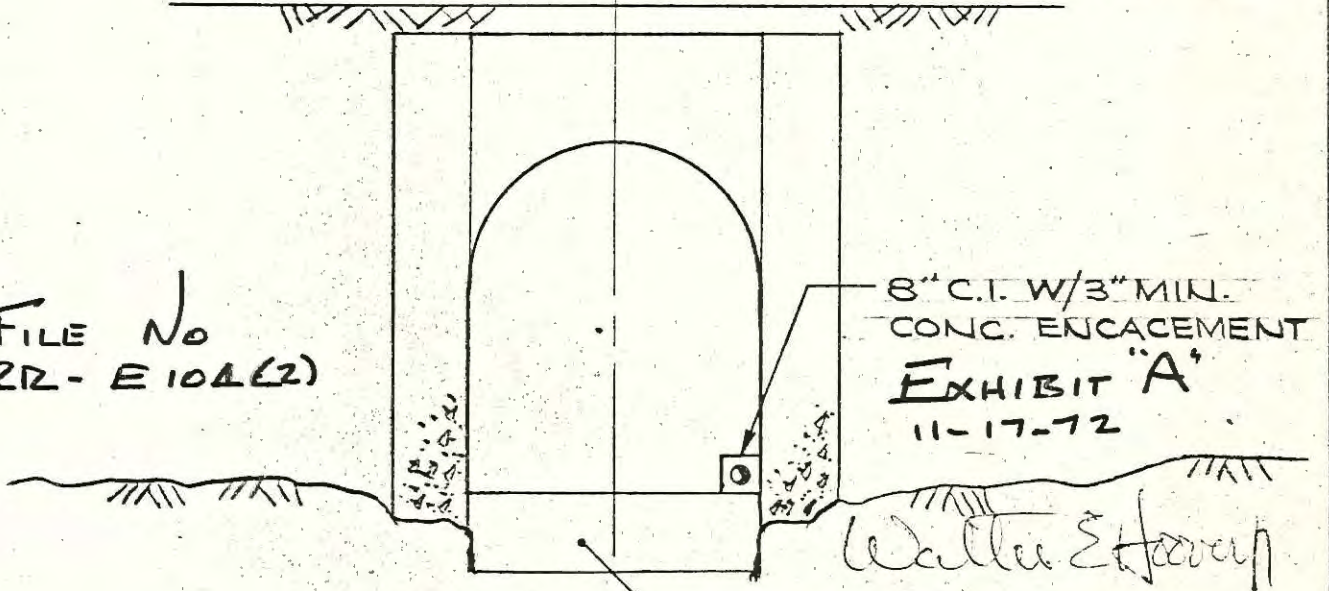


PLAN VIEW  $\frac{V3.01}{40}$

1"=50'

BRIDGE NO. 2.73 @ VALUATION STA. 2284+49

FILE NO  
RR-E104(2)



8" C.I. W/3" MIN. CONC. ENCASEMENT  
**EXHIBIT "A"**  
11-17-72

*Walter E. Harvey*

EAST WHITELAND  
MUNICIPAL AUTHORITY

REF. R.F.W. DWG. NO. 7

ROCK & CONCRETE  
FOUNDATION  
PENN-CENTRAL RAILROAD  
TRENTON BRANCH  
VALUATION MAP NO.  $\frac{301}{40}$

ROY F. WESTON

WEST CHESTER

PENNSYLVANIA

DRAWN  
C.F. Stanke

DATE

SCALE  
AS SHOWN

W.O. NO.  
199-02

DWG. NO.